

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE OIL INDUSTRY SAFETY DIRECTORATE
OF THE MINISTRY OF PETROLEUM AND NATURAL GAS
OF THE GOVERNMENT OF INDIA**

AND

**THE MINERALS MANAGEMENT SERVICE
OF THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA**

The Oil Industry Safety Directorate (OISD), of the Ministry of Petroleum and Natural Gas of the Government of India and the Minerals Management Service (MMS) of the Department of the Interior of the United States of America, hereinafter referred to as 'Parties';

Desiring to promote cooperation and exchange of information pertaining to offshore natural gas and oil in the effort that leasing, exploration, and development of hydrocarbon resources is conducted in a safe and environmentally sound manner;

Have reached the following understanding:

Article I

The purpose of the MOU is to cooperate on the basis of equality and reciprocity and mutual benefit.

Article II

The areas for cooperation and exchange under this MOU shall include:

1. Exchange and development of standards, codes of practices and procedures;
2. Development of Regulations and Enforcement System;
3. Practices/ latest techniques for Petroleum Resource/ asset loss assessment and Economic Analysis;
4. Management and supervision of Safety through but not limited to the following:
 - a) Risk Analysis and Hazard & Operability studies;
 - b) Disaster Management Plans and control systems including rescue & relief operations;
 - c) Oil Spill Management;
 - d) Fire Detection and Protection systems;

- e) Accident/ incident investigation and analytical information on corrective measures;
 - f) Benchmarking;
 - g) Occupational Health Monitoring; and
 - h) Safety Audits.
- 5. Inspection and maintenance including underwater pipelines, structures and sub-sea equipment;
 - 6. Platform and pipeline abandonment rules and procedures;
 - 7. Training and accredited programmes;
 - 8. Induction of state of art Technologies, equipment and facilities;
 - 9. Any other area as may be mutually acceptable to the Parties.

Article III

The Parties would cooperate and exchange ideas under this MOU by:

- 1. Meeting from time to time to discuss items of mutual interest;
- 2. Exchanging scientists, specialists, delegations and scientific and technological information;
- 3. Cooperating in research on subjects of mutual interest and joint technological development tasks;
- 4. Jointly organizing trainings, conferences, symposia, seminars and lectures;
- 5. Implementation of projects in third countries; and
- 6. Concurring in other forms of cooperation.

Article IV

The extent of cooperation and exchanges under this MOU would be subject to the availability of funds and staff and the applicable laws and regulations in India and the USA. Both Parties would cover their respective direct and indirect costs except in cases where special funding is available for selected activities; in such areas, terms of funding will be decided by the Parties before the commencement of the activities. Funding from agencies such as USAID if proposed, would be considered under this MOU.

Article V

The Parties may by mutual consent, and subject to their applicable laws and policies, enlist governmental and non-governmental entities of the USA and India to develop activities within the scope of this MOU, in the subjects which are outside the scope of their expertise. The entities may belong to countries other than India and the USA, provided such entities are acceptable to both the parties.

Article VI

Activities carried out under this MOU are not expected to involve intellectual property. The Participants should notify one another if they become aware of the circumstances where intellectual property rights issues may arise. In such cases, the work is to be halted or modified to the mutual satisfaction of both Parties.

Article VII

Either Party may make available scientific and technical information derived from cooperative activities under this MOU through customary channels and in accordance with their laws and procedures. This MOU does not affect the right of either Party to protect any information or equipment in the interests of national defense or foreign relations and classified as secret under applicable national laws and regulations. In the event that information or equipment is identified by either Party as requiring such protection in the course of cooperative activities undertaken pursuant to this MOU, it would be brought immediately to the attention of the appropriate official, and the Parties, in writing, should identify mutually acceptable security measures to accord such protection.

Article VIII

The Parties intend to include mutually acceptable specific plans on scientific cooperation and exchanges, including financial arrangements, in annexes to this MOU. Annexes would be consistent with the terms of this MOU.

Article IX

In order to carry out activities under this MOU, each Party plans to designate a representative and an alternate representative. The representatives, by correspondence, should consult with each other and review and plan cooperative activities and other related matters. When necessary a meeting may be convened by mutual consent to consider matters related to the implementation of this MOU.

Article X

Any difference concerning the interpretation or application of this MOU should be settled amicably through consultation and negotiation between the Parties.

Article XI

Scientific and technical information transmitted by one Party to the other under Article III of this MOU shall be accurate and reliable to the best of knowledge and belief of the transmitting Party, but the transmitting Party

does not warrant the suitability of the scientific and technical information transmitted for any specific use or application by the receiving Party or by any third party.

Article XII

Each Party shall seek the cooperation of its appropriate authorities to facilitate the granting of visas and other clearances as may be needed for entry to or exit from its territory of personnel and equipment of the other Party country required for projects under this MOU, subject to its national laws and regulations.

Article XIII

1. The MOU shall enter into force upon signature and shall be valid for a period of five years. This MOU may be modified or continued by written consent of the Parties.
2. The MOU may be terminated at any time by either Party, but the Party terminating the MOU shall provide six months written notification to the other Party.
3. The termination of this MOU need not affect the continuation and completion of any activity previously undertaken.

Signed at Washington D.C. on the 21st day of July 2006 in two originals, each in the Hindi and English languages. In case of any divergence of interpretation, the English text shall prevail.

FOR THE OIL INDUSTRY SAFETY

FOR THE MINERALS

DIRECTORATE OF THE MINISTRY

MANAGEMENT SERVICE OF THE

OF PETROLEUM AND NATURAL GAS

DEPARTMENT OF THE INTERIOR

OF THE GOVERNMENT OF INDIA

OF THE UNITED STATES OF

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